

STANDARD FORM 1449 (REV 3/2005)  
Prescribed by GSA  
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 36	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PROFESSIONAL SUPPORT FFP Base: Provide Professional Engineering and Technical Support Services as prescribed in paragraph 6 of the enclosed Performance Work Statement (PWS). Excluding those services described in paragraph 6.1.2.2. FOB: Destination MILSTRIP: N6311014RCAA039 PURCHASE REQUEST NUMBER: N6311014RCAA039 ADDITIONAL MARKINGS: POC: PAUL KANUK, 904-317-1909 SIGNAL CODE: A	12	Months	\$11,317.00	\$135,804.00
				NET AMT	\$135,804.00
	ACRN AA CIN: N6311014RCAA0390001				\$135,804.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PROFESSIONAL SUPPORT (CECIL FIELD SITE) FFP Base: Provide Engineering and Technical Support Services at Cecil Field FST Office in Jacksonville, FL as prescribed in paragraph 6.1.2.2 of the enclosed Performance Work Statement (PWS). FOB: Destination MILSTRIP: N6311014RCAA039 PURCHASE REQUEST NUMBER: N6311014RCAA039 ADDITIONAL MARKINGS: POC: PAUL KANUK, 904-317-1909 SIGNAL CODE: A	12	Months	\$17,365.00	\$208,380.00
				NET AMT	\$208,380.00
	ACRN AA CIN: N6311014RCAA0390002				\$208,380.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Years	\$101,862.00	\$101,862.00
	MATERIALS				
	FFP				
	Base: Provide Software Licensing as prescribed in paragraph 5.2 of the enclosed Performance Work Statement (PWS).				
	FOB: Destination				
	MILSTRIP: N6311014RCAA039				
	PURCHASE REQUEST NUMBER: N6311014RCAA039				
	ADDITIONAL MARKINGS: POC: PAUL KANUK, 904-317-1909				
	SIGNAL CODE: A				
				NET AMT	\$101,862.00
	ACRN AA				\$101,862.00
	CIN: N6311014RCAA0390003				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		24,217	Lot		\$24,217.00
	TRAVEL AND PER DIEM				
	COST				
	Base: Travel and Per-Diem in accordance with JTR. Approval must be obtained from the COR prior to making travel arrangements/reservations as prescribed in paragraph 17 of the enclosed Performance Work Statement (PWS). Pricing shall not exceed \$24,217.00. The amount shall only be exceeded at the contractor's own risk. The government shall not be liable for costs incurred above the funded amount. Travel claims shall be submitted no later than 5 days after travel is completed.				
	FOB: Destination				
	MILSTRIP: N6311014RCAA039				
	PURCHASE REQUEST NUMBER: N6311014RCAA039				
	ADDITIONAL MARKINGS: POC: PAUL KANUK, 904-317-1909				
	SIGNAL CODE: A				
				ESTIMATED COST	\$24,217.00
	ACRN AA				\$24,217.00
	CIN: N6311014RCAA0390004				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	\$11,223.00	\$134,676.00
OPTION	PROFESSIONAL SUPPORT FFP Option I: Provide Professional Engineering and Technical Support Services as prescribed in paragraph 6 of the enclosed Performance Work Statement (PWS). Excluding those services described in paragraph 6.1.2.2. FOB: Destination ADDITIONAL MARKINGS: POC: PAUL KANUK, 904-317-1909 SIGNAL CODE: A				
NET AMT					\$134,676.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months	\$17,672.00	\$212,064.00
OPTION	PROFESSIONAL SUPPORT (CECIL FIELD SITE) FFP Option I: Provide Engineering and Technical Support Services at Cecil Field FST Office in Jacksonville, FL as prescribed in paragraph 6.1.2.2 of the enclosed Performance Work Statement (PWS). FOB: Destination ADDITIONAL MARKINGS: POC: PAUL KANUK, 904-317-1909 SIGNAL CODE: A				
NET AMT					\$212,064.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Years	\$101,862.00	\$101,862.00
OPTION	MATERIALS FFP Option I: Provide Software Licensing as prescribed in paragraph 5.2 of the enclosed Performance Work Statement (PWS). FOB: Destination ADDITIONAL MARKINGS: POC: PAUL KANUK, 904-317-1909 SIGNAL CODE: A				

NET AMT	<hr/> \$101,862.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		24,217	Lot		\$24,217.00
OPTION	TRAVEL AND PER DIEM COST Option I: Travel and Per-Diem in accordance with JTR. Approval must be obtained from the COR prior to making travel arrangements/reservations as prescribed in paragraph 17 of the enclosed Performance Work Statement (PWS). Pricing shall not exceed \$24,217.00. The amount shall only be exceeded at the contractor's own risk. The government shall not be liable for costs incurred above the funded amount. Travel claims shall be submitted no later than 5 days after travel is completed. FOB: Destination ADDITIONAL MARKINGS: POC: PAUL KANUK, 904-317-1909 SIGNAL CODE: A				

ESTIMATED COST	\$24,217.00
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CONTRACT ADMINISTRATION PLAN

CONTRACT ADMINISTRATION PLAN (CAP)  
FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
  - b. Any information or questions during the pre-award stage of the procurement.
  - c. Freedom of Information inquiries.
  - d. Changes in contract terms and/or conditions.
  - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:
- a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.
  - b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2014 TO 28-FEB-2015	N/A	N/A FOB: Destination	
0002	POP 01-MAR-2014 TO 28-FEB-2015	N/A	N/A FOB: Destination	
0003	POP 01-MAR-2014 TO 28-FEB-2015	N/A	N/A FOB: Destination	
0004	POP 01-MAR-2014 TO 28-FEB-2015	N/A	N/A FOB: Destination	
1001	POP 01-MAR-2015 TO 28-FEB-2016	N/A	N/A FOB: Destination	
1002	POP 01-MAR-2015 TO 28-FEB-2016	N/A	N/A FOB: Destination	
1003	POP 01-MAR-2015 TO 28-FEB-2016	N/A	N/A FOB: Destination	
1004	POP 01-MAR-2015 TO 28-FEB-2016	N/A	N/A FOB: Destination	

## ACCOUNTING AND APPROPRIATION DATA

AA: 1741804 70AE 250 57025 T 068566 2D CAA039

COST CODE: 631104BC750Q  
 AMOUNT: \$470,263.00  
 CIN N6311014RCAA0390001: \$135,804.00  
 CIN N6311014RCAA0390002: \$208,380.00  
 CIN N6311014RCAA0390003: \$101,862.00  
 CIN N6311014RCAA0390004: \$24,217.00

#### CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.247-34	F.O.B. Destination	NOV 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

**X** Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

**X** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

**X** (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

**X** (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

\_\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (11) [Reserved]

\_\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (July 2013) (15 U.S.C. 637(d)(2) and (3)).

**X** (15)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

**X** (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

**X** (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

**X** (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

**X** (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

**X** (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

**X** (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

**X** (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

**X** (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

**X** (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

**X** (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

**X** (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

\_\_\_\_ (41) 52.225-5, Trade Agreements (Sep 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**X** (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**X** (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (50) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to contract expiration.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**2 in 1**

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**“Not applicable.”**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N68836
Admin DoDAAC	N68836
Inspect By DoDAAC	N65886
Ship To Code	N65886
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N65886
Service Acceptor (DoDAAC)	N65886
Accept at Other DoDAAC	
LPO DoDAAC	N63110
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

**Paul.kanuk@navy.mil**

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF and technical assistance from:

**WAWF helpdesk at 866-618-5988**

(End of clause)

**5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

**APPLICABILITY**

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

**ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

**ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee’s duties, such employees shall in-process with the Navy Command’s Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual’s performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### **INTERIM ACCESS**

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

#### **DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

#### **CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The

Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

#### **5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

**NAME: FELICIA N. WILLIAMS**

**ADDRESS: felicia.n.williams@navy.mil**

(End of Clause)

#### **AS9100 Standards for Aeronautical Items**

The Contractor shall notify the Government immediately following a determination that a non-conforming item has been tendered for acceptance. Furthermore, the Contractor shall also notify the Government of any component product or manufacturing process change implemented by the Contractor on any item identified in this contract for aeronautical use.

The contractor is also responsible for allowing access by the Government to all applicable records and facilities involved in the manufacture of aeronautical items. The Contractor shall ensure that the requirements identified herein are incorporated in all orders, agreements, contracts, etc. with sub-contractors for all products and component products to be provided under this contract.

#### **PERFORMANCE WORK STATEMENT**

**PERFORMANCE WORK STATEMENT (PWS)  
Fleet Readiness Center Southeast  
In Service Support Center, Cecil Commerce Center**

## **1.0 INTRODUCTION**

The Fleet Readiness Center Southeast (FRCSE) Jacksonville, FL. requires professional/technical support services to license and maintain the FlightViz©/ FlightAnalyst© (Copyright) software applications currently in use by the T-45 Fleet Support Team (FST) under Military Flight Operations Quality Assurance (MFOQA) program support.

## **2.0 BACKGROUND**

Commander, Naval Air Force, is responsible for providing combatant commanders with the most combat ready and operationally efficient Naval Air Forces possible, and along with other Department of the Navy (DON) leadership, has recognized MFOQA as a priority initiative for minimizing risks and improving operational efficiencies in Naval aviation. The DON MFOQA knowledge management process was derived from a program implemented by commercial airlines, known as Flight Operational Quality Assurance (FOQA), in which aggregate flight data are analyzed to identify trends in flight operations for use in improving safety and maximizing economy. In addition to the aggregate data collection and analysis methodologies proven beneficial by commercial aviation, the DON MFOQA concept includes flight data analytical and visualization capabilities following each flight that are available at the squadron level for aircrew debrief and post-flight aircrew and aircraft systems performance analyses.

In order to sustain efficiencies, continue refinement, emphasize the DON-wide risk mitigation strategies and continue to optimize the development of processes and procedures, continued support is required. Additionally, CNAF, in close coordination with the collaborative MFOQA team formed and operating within the USN community, intends to expand the CNAF MFOQA Bridge Program to include wing level operational requirements by accomplishing the specific tasks contained in this document. These elements will allow for the proper information flow to facilitate the continuing development/integration of MFOQA processes into fleet operations at every level within the USN aviation community.

Specifically, the T-45 FST supports the Chief of Naval Air Training (CNATRA) located at Naval Air Station Corpus Christi, TX. in their training of Student Naval Aviator flight officers. The T-45 aircraft is based at four sites, NAS Kingsville, TX. (NASK), NAS Meridian, MS. (NASM), NAS Patuxent River, MD. (NASPAX), and NAS Pensacola FL. (NASP). The purpose of the MFOQA program is to monitor aircraft performance for maintenance, operation, safety and training by processing aircraft stored data. The data is downloaded from each aircraft's Aircraft Data Recorder and imported into the FlightViz©/ FlightAnalyst© software applications for analysis.

## **3.0 SCOPE**

The contractor shall provide FlightViz©/ FlightAnalyst© licenses as listed in paragraph 5.2. The contractor shall also provide a full time onsite representative at the Fleet Support Team Jacksonville, FL location that is capable of performing the requirements in paragraph 6.1.2.2. Finally, the contractor shall provide FlightViz©/FlightAnalyst© software customization and training support from their facility as required by the T-45 Fleet Support Team (FST) under Military Flight Operations Quality Assurance (MFOQA) program support. The FlightViz©/ FlightAnalyst© software requires a unique configuration for each aircraft type/model/series and applicable mission profile. The personnel making changes to the software must possess a superior level of proficiency with the software and aircraft characteristics in order to successfully integrate the capabilities of the software with the operational requirements of the select units supported.

## **4.0 APPLICABLE DIRECTIVES**

- a) DoDD 5220.22 National Industrial Security Program Operating Manual.
- b) DoDD 5230.11 Disclosure of Classified Military Information to Foreign Governments and International Organizations.

- c) DoDD 8190.3 Smart Card Technology.
- d) DoDD 8320.2 Data Sharing in a Net Centric DoD.
- e) DoDD 8500.1 Information Assurance
- f) COMNAVAIRFORINST 4790.2 Series
- g) SECNAVINST 5510.30 Department of the Navy Personnel Security Program
- h) SECNAVINST 5233.1B Department of the Navy Automated Systems Documentation Standards
- i) DoDI 8520.2 Public Key Infrastructure (PKI) and Public Key (PK) Enabling.
- j) FRCSEINST 5500.5 Security Manual

Directives can be obtained from the following sites:

<http://www.dtic.mil/whs/directives>  
<http://doni.documentservices.dla.mil/allinstructions.aspx>  
<http://www.navair.navy.mil/logistics/4790/library/contents.pdf>

The FRCSE security manual will be provided upon request.

## **5.0 REQUIREMENTS**

**5.1** The contractor shall provide the services and major functional requirements described herein, as well as, all other requirements identified in the PWS. The major functional support to be performed by the contractor is as listed:

- Program Management Support – Contractor Facility
- Senior Software Engineering Support – Contractor Facility
- Software Engineering Support – Government Facility
- Technical Expert Support – Contractor Facility
- Technical Training Expert Support – Contractor Facility

**5.2** The contractor shall provide licenses and software maintenance support for the following software applications. Software maintenance and support may include but is not limited to on site support, telephone support and computer support. The software licenses shall include:

- FlightViz, MFR: SimAuthor, Inc – 9 EA
- Flight Analyst, MFR: SimAuthor, Inc. – 9EA

These licenses and support shall be provided to following sites with corresponding quantity which allow unlimited users per computer:

NAS Kingsville – 1 EA  
 NAS Meridian – 1 EA  
 NAS Pensacola – 1 EA  
 NAS Patuxent River – 1 EA  
 Cecil Field T-45 FST – 5 EA

**5.3** The contractor shall be ISO 9001 or AS9100 registered by an independent 3<sup>rd</sup> party American National Standards Institute – ASQ National Registration Board (ANSI-ANAB) certified registrar for the work required.

## **6.0 Contractor Personnel - Required Knowledge, Education, Expertise, Duties and Workload Data**

**6.1** The following are descriptions of the experience and educational characteristics identified by the Government as being necessary for the respective categories of support. Personnel must possess the appropriate background clearances and requirements as specified in paragraphs 12 and 13 of this PWS. For the purpose of education requirements, one year of undergraduate study consists of 30 semester/45 quarter credit hours, and one year of

graduate study consist of 18 semester/27 quarter credit hours; or, an equivalent combination of education and experience (i.e. 1.5 years of work experience in the designated field will equate to 1 year of college education.). Labor categories which require resume submissions are designated by an asterisk (\*) and are identified as key personnel.

#### **6.1.1 MANAGEMENT SUPPORT – \*Key Personnel**

**Education:** Minimum bachelor's degree in engineering, scientific, technical, or business management disciplines from an accredited college/university and at least four years experience in the field of management in a acquisition/engineering project development environment; OR, a minimum of 10 years experience in the field of software development/management or other leadership or program management positions.

**Duties:**

- Manage program performance in accordance with contractor policies and procedures.
- Participate in biweekly (twice monthly) teleconferences to address issues, actions, and project status.
- Act as the single point of contact to resolve personnel issues such as performance problems and employee training
- Interact with Contracting Officer's Representative (COR)/Government Representative(s) to ensure proper management focus is applied to priority workload
- Deliver a Monthly Status Report. See paragraph 8 for details.
- Resolve Cecil Field FST software complaints and takes specific actions to correct/resolve customer concerns.

It is estimated that 296 support actions at the contractors site will be required per year that will include: 2 monthly teleconferences, 1 monthly report, and 1 administration action supporting program per workday.

#### **6.1.2 ENGINEERING SUPPORT\***

##### **6.1.2.1 SOFTWARE ENGINEERING SUPPORT – \*Key Personnel (Contractor Site)**

**Education:** Minimum Bachelor's degree in Computer Science, Information Systems or other related scientific or technical discipline from an accredited college or university; OR, possess a minimum of six (6) years experience in performing information system development, function and data requirements, systems analysis and design, programming, program design, and documentation preparation, management of complex software projects and experience using CASE (or equivalent) tools.

**Duties:**

- Provide required expertise to successfully support currently deployed SimAuthor's FlightViz©/ FlightAnalyst© software systems that have been fielded by the CNATRA Trainers FST. Technical support shall include but is not limited to 1) all developed CNATRA Trainer single and multi-flight analysis packages 2) all CNATRA Trainers visualization and analysis configuration packages 3) all current CNATRA Trainer automated reports 4) all CNATRA Trainer aircraft template files and 5) Engineering support of transformational architecture changes required to support new/fielded data recording devices.
- Provide software support to further tailor SimAuthor's FlightViz©/ FlightAnalyst© software for T-45 use through programming changes. It is expected that two to three enhancements to the application will be needed in a twelve month contract timeframe. Due to the nature of MFOQA and constantly changing aircraft operating conditions,

specific enhancements cannot be provided. However in the recent past, enhancements were 1) Provide capability to export incident data from a SQL Server Database centered around a specific point in time. 2) Modified our data loader so that software changes to the ADR/SDC/ASDC could capture new data elements recorded via T-45 OFP changes. 3) Provide updated and enhanced graphics for specified areas in CONUS to better clarify accident investigations.

- Provide the required subject matter expertise to successfully continue utilization of fielded CNATRA Trainers MFOQA capabilities and develop analytical approaches as required to support CNATRA Trainer Fleet MFOQA needs, which shall include but is not limited to the ability to compare and discern between specific instructor and student engine/aircraft performance parameters to allow for empirically supported recommendations utilizing CNATRA Trainers MFOQA data.

It is estimated that 12-24 support actions at the contractors site concerning software support will be required per year (1-2 per month).

#### **6.1.2.2 SOFTWARE ENGINEERING SUPPORT – \*Key Personnel (Cecil Field/FST)**

**Education:** Minimum Bachelor's degree in Computer Science, Information Systems or other related scientific or technical discipline from an accredited college or university; OR, possess a minimum of six (6) years experience in performing information system development, function and data requirements, systems analysis and design, programming, program design, and documentation preparation, management of complex software projects and experience using CASE tools and methods in a client server environment.

#### **Duties:**

- Provide technical support for currently fielded MFOQA Debrief ground stations with SimAuthor's FlightViz©/ FlightAnalyst© data analysis, visualization, and reporting software applications that have been fielded at Navy and Marine Corps DON MFOQA Bridge Program sites, which may include but are not limited to In Service Support Center (ISSC) Jacksonville, NASPAX, NASK, NASM, and NASP.
- Provide hardware and software maintenance support, for currently fielded MFOQA stations and scheduled data analysis reports by supporting currently fielded single flight analysis package files (.SFAP extension files) and mission analysis package files (.MFAP extension files), visualization configuration and templates files, and current reporting capabilities at ISSC Jacksonville.
- Identify report, coordinate, facilitate with CNAF/CNATRA HQ to develop and implement requested enhancements/improvements by current users in supported units to the fielded SimAuthor Inc FlightViz©/ FlightAnalyst© software applications. These applications are operating on currently fielded MFOQA Debrief Stations at ISSC Jacksonville, NASPAX, NASK, NASM, and NASP that will continue to support evolving and improving MFOQA processes in use, and develop/implement enhancements/improvements when approved by the Government.
- Provide requisite training for new users on the use of currently fielded hardware and/or MFOQA software utilizing SimAuthor Inc FlightViz©/ FlightAnalyst© software applications, and training as required following incorporation of software changes. Provide refresher and/or advanced training on the use of currently fielded hardware and/or software as required to maintain and/or achieve required levels of user proficiency with SimAuthor Inc FlightViz©/ FlightAnalyst© Configs, and templates files.
- Provide MFOQA ground stations support and produce routine reports regards the related information, in support of the MFOQA process in the operational units located at ISSC Jacksonville, NASPAX, NASK, NASM, and NASP.

- Provide aircraft and/or aircraft simulator data; specifically the data collection in place at supported operational units utilizing methods developed during the MFOQA Demonstration process and continued during the CNAF MFOQA Bridge program which make use of currently available file formats utilizing SimAuthor Inc FlightViz©/ FlightAnalyst© software applications.
- Provide data analyses utilizing currently established reporting methods and information format in place at supported operational units which utilize in part specific file formats associated with SimAuthor Inc FlightViz©/ FlightAnalyst© software applications.
- Provide data visualization utilizing currently established visualization methods and animation configurations in place at supported operational units which function with specific file formats associated with SimAuthor Inc FlightViz©/ FlightAnalyst© software applications.
- Provide reporting information, including analytical results utilizing developed proprietary flight and mission analysis packages currently in use which function with specific configurations in place at supported operational units with specific file formats associated with SimAuthor Inc FlightViz©/ FlightAnalyst© software applications.
- Develop methodologies and concepts of MFOQA processes which utilize deployed capabilities to support the assimilation and analysis of data as identified by the Fleet user.
- Develop analytical approaches at ISSC Jacksonville utilizing currently acceptable methods and practices that makes use of available aircraft and/or aircraft simulator data in the current available file formats and availability.
- Perform the following tasks to support the MFOQA program at ISSC Jacksonville;
  - 1) Download and process raw aircraft data into Flight Analyst.
  - 2) Develop/update aircraft templates in the Flight Analyst database for each aircraft bureau number.
  - 3) Develop/update Flight Analyst packages for procedural and diagnostic failure modes working with maintenance and maintenance quality groups.
  - 4) Develop/update Flight Analyst packages for phase of flight and mission analysis by working with pilots, NATOPs Officer and designated training groups.
  - 5) Verify Flight Analyst packages are detecting events correctly by developing package testing algorithms.
  - 6) Develop/update Flight Analyst database, database archives and Flight Analyst database updates.
  - 7) Develop/update trend data reporting for daily, weekly, and monthly trend data reports.
  - 8) Develop/update graphs, forms, charts and reports for operational events and exceedances.
  - 9) Analyze individual and group flights and verify accuracy of detected events.

It is estimated that 1,680 support actions will be required per year (140 per month) at the government site that will include: daily flight status reports, flight data analysis, specific aircraft monitoring, software updates, AdHoc requests, and operating system support updates.

### 6.1.2.3 SOFTWARE ENGINEERING SUPPORT

**Education:** Minimum Bachelor's degree in Computer Science, Information Systems, or other related scientific or technical discipline; OR, Possess a minimum of (4) years of experience in information system development including programming experience on database management systems, knowledge of computer equipment and ability to develop complex software to satisfy design objectives.

**Duties:**

- Provide onsite and/or distant technical support by telephone/email when required to assist in the resolution of hardware and software related discrepancies associated with currently fielded MFOQA Debrief Ground Stations. Ground stations are currently fielded at ISSC Jacksonville, NAS Patuxent River, NAS Kingsville, NAS Meridian, and NAS Pensacola.
- Identify, report, coordinate and facilitate the implementation of requested enhancements to SimAuthor's FlightViz®/ FlightAnalyst® software applications operating on currently fielded MFOQA Debrief Stations. Debrief stations are located at ISSC Jacksonville, NAS Patuxent River, NAS Kingsville, NAS Meridian, and NAS Pensacola. The current stations will continue to support evolving MFOQA processes, and develop/implement enhancements/ improvements as directed.
- It is anticipated that two to three enhancements in support of the CNATRA aircraft MFOQA initiative will be required over the course of a 12 month period of performance. The enhancements will be to further tailor the SimAuthor FlightViz®/FlightAnalyst® software in support of training fleet aircraft and its data collection equipment. Due to the dynamic and evolving nature of the MFOQA application, specificity of the enhancements are currently unknown; Based on previous efforts, changes are required in data loaders, reports, and support of aircraft operating conditions or changes.

In addition to the 2-3 enhancement support actions anticipated per year, it is estimated that 24 support actions concerning software technical questions on S/W functionality/capability will be required per year (2 per month) at the contractors site.

### 6.1.3 TECHNICAL EXPERT/SUBJECT MATTER EXPERT SUPPORT

**Education:** Minimum Bachelor's degree in Computer Science, Information Systems, or other related scientific or technical discipline; OR, possess a minimum of (4) years of experience in information system development including programming experience on database management systems, knowledge of computer equipment and ability to develop complex software to satisfy design objectives.

**Duties:**

- Provide the required subject matter expertise to continue utilization of fielded CNATRA Trainers MFOQA capabilities and develop analytical approaches as required to support CNATRA Trainer Fleet MFOQA needs, which shall include but is not limited to the ability to compare and discern between specific instructor and student engine/aircraft performance parameters to allow for empirically supported recommendations utilizing CNATRA Trainers MFOQA data.
- Identify report, track, coordinate, facilitate and implement approved requested potential changes to existing software applications that will improve support to evolving MFOQA processes.
- Provide detailed documentation of all hardware and software configuration changes; develop, conduct, and prepare results from objective assessments of fielded MFOQA capabilities as directed. See para. 8.

It is estimated that 24 support actions concerning data manipulation, specific data retrieval, and information for specific analysis packages development will be required per year (2 per month) at the contractors site.

### 6.1.4 TECHNICAL TRAINING EXPERT

**Education:** Minimum Bachelor's degree in Computer Science, Information Systems, or other related technical discipline; OR, possess a minimum of (6) years of experience in client software training including individual and small group instruction methods.

**Duties:**

- Provide requisite training for new users on the use of currently fielded hardware and/or MFOQA software utilizing SimAuthor Inc FlightViz©/ FlightAnalyst© software applications, and training as required following incorporation of software changes.
- Provide refresher and/or advanced training on the use of currently fielded hardware and/or software as required to maintain and/or achieve required levels of user proficiency with SimAuthor Inc FlightViz©/ FlightAnalyst© SFAP, MFAP, Configs, and templates files.

It is estimated that 12-24 support actions concerning providing responses to “how to do this” questions will be required per year (1-2 per month). It is estimated that a total of 6 training classes will be conducted for both new and refresher training every two months for one to two users per class. Training shall be conducted at the most cost effective site.

**7.0 HARDWARE**

Ground stations (commercially available desktop and laptop computers) with FlightViz©/ FlightAnalyst© flight data analysis and visualization software applications were previously fielded to support the demonstration of operational flight data collection and analysis capabilities for the DON MFOQA Demonstration project which has been continued and expanded under the CNAF MFOQA Bridge Program. In addition, the capabilities and direct involvement of Fleet users provide senior operational commanders with a means for increasing awareness of MFOQA within the naval aviation community and developing processes and procedures that will accelerate the successful fielding of future MFOQA production systems. The contractor shall provide software maintenance support to all the currently loaded FlightViz©/ FlightAnalyst© applications on the T-45 field located desktops and laptops at the T-45 sites. This includes, ISSC Jacksonville, NAS Patuxent River, NAS Kingsville, NAS Meridian, and NAS Pensacola.

Due to the specific needs of the T-45 MFOQA program, the Government will furnish to the contractor the item(s) of property listed in Paragraph 22 - Government Furnished Property for use in performance of this contract. The equipment will be utilized to implement Government requested design changes and be fully capable to test for compatibility with fielded hardware and functionality with fielded software prior to Government acceptance of the software changes. The equipment shall also serve for field problem troubleshooting and resolution of software issues for currently operating systems using FlightViz©/ FlightAnalyst© software.

**8.0 REPORTS**

Monthly Status Report: Provide monthly status reports on in work and completed tasks, problems/concerns/issues, accomplishments and any recommendations that would enhance MFOQA for T-45. Include all hardware and software configuration documentation with the monthly report corresponding to the change implementation date if not previously delivered to COR.

Monthly report will also list the name of each contractor employee, area assigned and assigned hours worked based on daily schedule. The report will identify contract funding, monthly expended, cumulative expended and projected funding against actual funding for labor, travel and other direct costs.

Changes in contractor employee staffing shall be coordinated with and reported to the COR. The contractor shall inform the COR, prior to action, of any dismissals, transfers and new hires.

All reports shall be delivered to the COR by email using contractor format. Reports shall be received by the COR no later than the second Monday of every month or the following non holiday workday if the second Monday is a holiday.

## **9.0 STANDARDS OF CONDUCT**

The contractor shall not employ any person whose employment under this contract could in any way result in a conflict of interest with the mission of the FRCSE. All personnel employed by the contractor in the performance of this contract, or any agent of the contractor entering the Government installation shall obey all regulations of the NAS and FRCSE.

The contractor shall be responsible for employee competency and conduct and for taking disciplinary actions with respect to their employees. The removal from the job site of contractor personnel shall not relieve the contractor of the requirement to provide personnel to perform the specified tasks outlined in this PWS.

The Government reserves the rights to deny access to any contractor employee to enter FRCSE if his or her presence would be detrimental to FRCSE's mission or performance of work in this PWS.

The Government reserves the rights to deny access to any contractor employee to enter the squadron operating sites at NASK, NASM, NASP, and NAS PAX if his or her presence would be detrimental to the operating sites' mission or performance of work in this PWS.

The Government reserves the right to require removal of any contractor employee from the job site who endangers persons or property or whose continued employment is inconsistent with the FRC's mission. In such cases, the COR will advise the contractor of the reason for requesting an employee's removal or withdrawing his authorization to enter the installation.

## **10.0 DRESS CODE AND GROOMING STANDARDS**

The contractor shall ensure that all personnel assigned to the FRCSE maintain a standard of grooming and personal appearance that is in keeping with their positions in a Government facility and shall be appropriate to traditional Government industrial complex. All contractor employees shall wear shirts or other appropriate outer garments displaying their employer name or logo to clearly identify themselves as contractor employees.

## **11.0 USE OF DRUGS AND ALCOHOL**

The contractor shall establish a Drug Free Workplace Program in accordance with (IAW) applicable clauses within the contract. DFARS 223.570-1

## **12.0 SECURITY**

The security requirements specified herein shall apply to the contractor and all subcontractors. The contractor shall comply with applicable on-site security regulations related to facility access and building access. The contractor shall safeguard all sensitive information/Controlled Unclassified Information in accordance with the contractor's locally established security plan (if the contractor already has an established local security plan). The contractor shall enforce these safeguards throughout the life of the contract including the transport and delivery phases and the disposition/storage of controlled unclassified information at contract completion. If the contractor does not have an established security plan that addresses the protection of classified, proprietary, sensitive, or controlled unclassified information, the government contracting authority shall provide an OPSEC Plan template for development.

Contractor personnel working on this task order shall be US citizens. Contractor personnel are not required to access classified information.

Work on this project requires that Contractor personnel have access to information subject to the Privacy Act. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

Work may also involve access to Export Controlled and/or other sensitive information (unclassified or classified) requiring contractor personnel to sign a Non-Disclosure Agreement (NDA). The NDA shall include the applicable provisions of the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M. This requirement may be relevant regardless of the individual's security clearance.

### **13.0 BADGES AND PASSES**

The Common Access Card (CAC) shall be the principal identity credential for supporting interoperable access to installations, facilities, buildings, and controlled spaces. A National Agency Check with Inquiries (NACI) or equivalent national security clearance (e.g. National Agency Check with Local Agency Checks including Credit Check (NACLC)) is required for permanent issuance of the credential. The credential may be issued upon favorable return of the FBI fingerprint check, pending final favorable completion of the NACI/equivalent, based on a commander/director risk management decision. An individual holding a valid national security clearance shall not require an additional submission of the NACI/equivalent. Access to restricted areas, controlled unclassified information (sensitive information), or government equipment by contractor personnel shall be limited to those individuals who have been determined trustworthy as a result of the favorable completion of a NACI/equivalent or who are under the escort of appropriately cleared personnel. Where escorting such persons is not feasible, a NACI/equivalent shall be conducted and favorably reviewed by the appropriate DOD Component Agency or activity prior to permitting such access. The contractor shall use the Standard Form 85P (Questionnaire for Public Trust Positions) in order to obtain the CAC *and* access to controlled unclassified information. Contractors shall submit the Standard Form 85P and DD1172 to FRCSE Security Office for processing. Each contractor staff must have a Government-issued employee badge and a vehicle pass (i.e., a temporary day pass or base decal) to access the NAS and FRCSE. The FRCSE Security Division will provide contractor personnel employees required badges. The FRCSE will provide Key Cards for entry into the FRCSE through turnstiles and all gates. The FRCSE will issue through the COR and Security office the CAC Card for access to the Computer Network System. The NAS will provide vehicle passes. In addition to a vehicle pass, contractor employee's vehicle will have a valid registration and license tag and have adequate liability insurance coverage as required by *FRCSEINST 5500.5 Security Manual*.

Contractor personnel shall display their badge at all times when entering and leaving a NAS Jacksonville gate and while inside any FRCSE installation. Contractor personnel shall wear the badge over the front and above the waist of outer clothing. The FRCSE will not allow contractor employees to work in the facility if the employees do not display their Government issued badge appropriately.

The Government shall exercise full and complete control over granting or denying employee badges and passes. The contractor shall account for all Government passes and security identification badges issued to contractor personnel. The contractor shall ensure that all departing contractor personnel turn in passes and employee badges to FRCSE Security Division by close of business on the employee's last day of work. In the event this does not occur, the contractor shall notify the COR within 24 hours in order for badges to be deactivated.

### **14.0 NETWORK SECURITY REQUIREMENTS**

Contractor personnel will be required to complete and provide the following documents, OPNAV5239/14 (SAAR-N) Processing Instructions. Noncompliance could result in the individual's account being disabled. Digital, digitized or stamped signatures are not authorized and all signatures need to be in blue ink. Return the completed form to your supervisor/Government sponsor must sign and date blocks 18a & 18b (blue ink) on page 1. A valid CAC card will be needed for network access.

The contractor shall allow 7 calendar days from time all appropriate paperwork has been completed and turned in to the Information Security Office/Information Systems Security Manager via the COR to determine whether access will be granted prior to starting a new employee. This will allow the Government time to provide required computer network access and passwords.

### **15.0 PLACE OF PERFORMANCE**

With exception of one man year senior software engineering effort, all work will be performed at the contractor's site. Work by the one man year software engineering effort will be performed at the T-45 Fleet Support Team location in Jacksonville; FL. Limited travel will be required to the fleet sites using the FlightViz/FlightAnalyst trademarked software. See paragraph 17 for specific site travel information

## 16.0 PERIOD OF PERFORMANCE

See Delivery Information

## 17.0 TRAVEL & PER DIEM

The Government anticipates that contractor provided travel expenses will be incurred under the resulting contract. It is anticipated that 5-7 trips per year may be required to another Government facility or to an Original Equipment Manufacturers (OEM) Facility outside of the contractor's commuting area. All travel requirements shall be approved by the COR prior to making travel arrangements/reservations. The Government will reimburse the contractor for authorized travel in accordance with the Joint Travel Regulations (JTR) in effect at the time of travel. The JTR may be accessed at <http://www.dtic.mil/perdiem/trvlregs.html>. Cost is estimated not to exceed \$2,500 per trip/per person.

PURPOSE	LOCATION
Site Support 2 Trips, 1 person 5 Days	Kingsville, TX
Site Support 2 Trip, 1 person 5 Days	Meridian, MS
Site Support 2 Trips, 1 person 5 Days	Pensacola, FL.
Site Support 1 Trip, 1 person 5 Days	Patuxent River, MD.
Site Support 1 Trip, 1 person 5 Days	Jacksonville, FL
Site Support 1 Trip, 1 person 5 Days	Corpus Christi, TX.
Site Support 1 Trip, 1 person 5 Days	San Diego, CA
Site Support 1 Trip, 1 person 5 Days	Chicago, IL.

## 18.0 WORK SCHEDULES

**18.1. Site Support Schedule:** Employees shall work the work schedule of the unit they support or as directed by the Government site representative. Normal working hours are based on a 40-hour work week and do not normally include weekends. No overtime is authorized.

The FRCSE has two scheduled shutdown periods that occur during Thanksgiving (1 day) and the Christmas/New Years holidays (four to six days) which will not require contractor support at the contractor site. The Jacksonville FST site may require support during the shutdown due to an emergency situation involving the need for crash site information. This requirement has occurred once in the past five years.

The COR and TPOC shall coordinate working hours for the travel period and shutdown period to avoid unnecessary overtime or Federal holiday work.

**18.2 Contractor Support Schedule:** Shall be as necessary to meet the PWS requirements.

## 19.0 NON-PERSONAL SERVICE STATEMENT

Contractor employees performing services under this contract will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the PWS. Contractor employees will perform their duties

independent of, and without the supervision of, any Government official or Defense contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying federal policy, obligating the appropriated funds of the United States Government, overseeing the work of federal employees, providing direct personal services to any federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

## 20.0 GOVERNMENT MANAGEMENT OVERSIGHT

Government management will provide general instructions on limitations and deadlines. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The contractor's employees will independently carry out the assignments. Completed work will be spot-checked by Government management for adherence to procedures, accuracy, and completeness.

## 21.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS

Government and contractor personnel may be required to work in common office spaces during working hours, and the contractor's performance shall not interfere with the Government's work. In the event that the contractor believes that the Government or other personnel are interfering with the performance of the services required under the PWS, the contractor shall notify the contracting officer's representative (COR) immediately. The contractor shall not cease to perform the services required under the PWS without the contracting officer (KO) or COR's direction. Failure by the contractor to notify the KO or COR could result in a denial of any compensation requests for any additional costs incurred in the performance of the contract under such conditions.

## 22.0 GOVERNMENT FURNISHED PROPERTY

Government furnished property consists of Government-furnished facilities, office space for personnel assigned to Cecil Commerce Center and the following list of items. Items supplied by the Government may only be used for performance of work under this effort or as authorized by the KO or COR.

### GFP- Non-Serialized Items

Item Number	Qty & Unit of Measure	Nomenclature & Description	Part Number	AS IS:	Unit Acq Cost
1	2 (EA)	Laptop, Dell, Precision, M6400	OK423P	Yes	\$3,500
2	2 (EA)	Desktop, Alienware Aurora 4	CUMJKS1	Yes	\$10,000
3	8 (EA)	Monitors, Dell, 30"	3007WFPHC	Yes	\$1,100
4	2 (EA)	Printer, HP Officejet Pro 8600 Plus	CM750A	Yes	\$350
5	2 (EA)	Headphones, Bose	QC15	Yes	\$299
6	2 (EA)	CAC Reader	SCR331	Yes	\$15
7	2 (EA)	Backup UPS, APC, XS 1500	BX15009	Yes	\$150
8	10 (EA)	Backup hard drives, Seagate	9KW2AH-500	Yes	\$79
9	1 (EA)	Projector, Epson KR85	H310A	Yes	\$369
10	2 (EA)	Stand, monitor, four position	None	Yes	700
11	4 (EA)	Microsoft Office Professional; Microsoft Visio Professional 2010, and Norton 360 Antivirus (included in computer base cost)	N/A	Yes	N/A
12	4 (EA)	Adobe Acrobat X Professional	N/A	Yes	\$219
13	4 (EA)	FlightAnalyst V6.7.3	N/A	Yes	\$75,000
14	4 (EA)	FlightViz V6.7.3	N/A	Yes	\$35,000
15	4 (EA)	Microsoft SQL Server	N/A	Yes	\$999

**ESTIMATED QUANTITIES**

Per FAR 16.503(c), failure of the Government to provide the estimated quantities under these CLINs will not entitle the contractor to any equitable adjustment in price under the Government property clause of this contract.

**23.0 CONTRACTING OFFICERS REPRESENTATIVE (COR)**

The assigned COR is:

Paul Kanuk

ISSC, Code 6.6.4.4

CCC Bldg 6201 Room 322

Jacksonville FL 32221

Telephone: 904 317-1909

Fax: 904 317- 1907

E-mail: paul.kanuk@navy.mil

**CONTRACTOR MANPOWER REPORTING****Enterprise-wide Contractor Manpower Reporting Application (ECMRA)**

“The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Professional / Technical Engineering Support Services as required by the T-45 Fleet Support Team (FST) under Military Flight Operations Quality Assurance (MFOQA) for Fleet Readiness Center Southeast (FRCSE) Jacksonville, FL. via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.”